plained *Riggs* v. *Palmer* (*supra*), by saying that the decision must not be interpreted to mean that the will was revoked by the crime, but that the devisee got the legal title, although Equity would enjoin him from taking any benefit under it. In other words the court would declare the murderer a constructive trustee for the benefit of the heir or next of kin. See AMES, LECTURES ON LEGAL HISTORY, 310. *In the Estate of Hall,* [1914], P. 1, a legatee who was found guilty of manslaughter for killing of testator was held not to be entitled to take property under the will of his victim. Also in *Lundy* v. *Lundy,* 24 Can. Sup. Ct. 650, and *Perry* v. *Strawbridge,* 209 Mo. 621, the murderer was held not entitled to take the property of his victim. The ground of these decisions, as stated by the court in *Riggs* v. *Palmer* (*supra*), is that "no one shall be permitted to profit by his own wrong, or to found any claim upon his own iniquity, or to acquire property by his own crime." In other jurisdictions, however, the slayer has been allowed to take and keep the property of his victim. See *Owens* v. *Owens,* 100 N. C. 240; *Carpenter's Estate,* 170 Pa. 203; *McAllister* v. *Fair, 72* Kans. 533; *De Graffenreid* v. *Iowa Land and Trust Co.,* 20 Okla. 687; *Halloway* v. *McCormick,* 41 Okla. 1. Subsequent to the two latter decisions, the legislature of Oklahoma enacted the statute quoted in the principle case with the obvious purpose of correcting the rule of those decisions. The decision in the principal case on the Kansas statute is sound, as that statute applies only to Kansas land, and is an inheritance statute, rather than one defining capacity. The decision of the case rests upon the construction of the Oklahoma statute, and, unfortunate as the result may be, it is submitted that the decision is sound. It was argued that the conviction by the court of her own domicile fixed her status and disqualified her as an heir of the land of her husband in Oklahoma. The following analogies might be invoked to support this conclusion: the adoption cases (*Ross* v. *Ross,* 129 Mass. 243), although the court distinguishes this class of cases; the divorcee's dower cases (*Rendleman* v. *Rendleman,* 118 Ill. 257; *Hawkins* v. *Ragsdale,* 80 Ky. 353), no doubt distinguishable for similar reasons. It is certainly the general rule that statutes such as the one in the principal case are territorial only. For example, a statute declaring that a person who has been convicted of a felony is incompetent as a witness does not apply to a conviction in another state; it has reference only to a conviction in that state. *Sims* v. *Sims,* 75 N. Y. 466; *Logan* v. *U. S.,* 144 U. S. 263. The decision in the principal case indicates that statutes of this type, which have been made necessary by an erroneous decision on the constructive trust question, should be made broad enough in their terms to apply beyond peradventure to convictions anywhere.

EMPLOYER AND EMPLOYE—PERSUADING ONE TO DISCHARGE AND NOT EMPLOY ANOTHER.—Under a rule of an association of traders that "on an employe leaving an employer, who is a member of the association, the employer shall report the same to the secretary, who shall advise all the members, and no other member shall employ or supply him for twelve months", after a meeting of the members, the plaintiff's employer was persuaded to discharge the plaintiff from his employment. In an action against the officials

of the association for damages and an injunction to restrain them from interfering with him in his calling, *held,* upon the facts of the case the plaintiff had no cause of action, since his dismissal was not obtained by any illegal means. *Davies* v. *Thomas,* [1920], 2 Ch. 189.

The right to be employed is a property right for a wrongful interference with which there is a right of action. This is an accepted doctrine, but the courts disagree as to what constitutes wrongful interference. The principal case was decided by a direct application of the principle of *Allen* v. *Flood,* [1898], A. C. 1, 62 J. P. 595, which has become the rule in England. Where the act of procuring another's dismissal is lawful in itself, said the court in this leading case, the motive with which it is done is immaterial. The position of the court is seemingly based on the argument that it cannot be unlawful to persuade one to do what he has a perfect right to do. Later English cases seem to say that such interference is actionable if it is done "without justification or excuse" or illegal means are used. *Quinn* v. *Leathem,* [1901], A. C. 495, 85 L. T. N. S. 289; *Giblan* v. *National Amalgamated Union,* [1903], K. B. 600. American courts are divided on what amounts to wrongful interference or illegal means. Some hold that merely advising or inducing an employer to discharge a worker is not unlawful, irrespective of the existence of an evil intent, thus following *Allen* v. *Flood (supra).* *Holden* v. *Cannon Mfg. Co.,* 138 N. C. 308, 50 S. E. 681; *Bonsall* v. *Reagan,* 7 Del. Co. Rep. 545. Another group of American courts, leaning towards the *Quinn* v. *Leathem* doctrine, hold that even mere persuasion, where employed for the purpose of interfering with another's actual or prospective employment, is prima facie an invasion of such other's legal rights, which must be justified by showing that it was employed in the exercise of an equal or superior right. *Moran* v. *Dunphy,* 177 Mass. 482, 83 Am. St. Rep. 289; *Berry* v. *Donovan,* 188 Mass. 353; *Brennan* v. *United Hatters of North America,* 73 N. J. Law 729. This latter rule has been applied especially in the case of interference by labor unions. After all, though, whether the interference is wrongful or not must necessarily depend on the special facts in each particular case. The opinions both in *Allen* v. *Flood (supra)* and in the instant case show that the judges went upon the specific facts involved in determining whether legitimate persuasion or coercion, intimidation or undue influence were used in securing the discharge of the worker. It is all a matter of fact: what may seem on the surface legitimate persuasion may in truth, under the circumstances, amount to coercion and intimidation. *Hushie* v. *Griffin,* 75 N. H. 345, 74 Atl. 595. Again, what may appear to be coercion may in fact be a justifiable interference, considering the interests involved. It may depend also on "the eye of the beholder". Not all of the judges in *Allen* v. *Flood (supra)* were agreed that the interference there was lawful, and many a person might on the facts of the principal case find an element of threat and coercion lurking in the background of the peaceful meeting at which the employer was "persuaded" to discharge the plaintiff here. As one judge in *Quinn* v. *Leathem (supra)* put it: "The doctrine of *Allen* v. *Flood* can be carried so far as to make the most objectionable act lawful". We must consider all the facts and interests involved. The soft "persuasion" of the labor union's representative

is often backed by the silent threat of a strike. Although some American cases declare that the tendency is to limit the rule of *Allen* v. *Flood* to acts of an individual (*Allis-Chalmers Co.* v. *Iron Moulder's Union,* 150 Fed. 155), the instant case draws no difference between inducements by individuals and by combinations, except that it says "it is much easier to infer pressure or coercion in the case of a number of persons."

EVIDENCE—BURDEN OF PROOF—RECEIPT IN FULL.—In an action to recover the balance due on goods sold to the defendant by the plaintiff, the former pleaded payment and set out in his answer a receipt in full given by the plaintiff and a letter acknowledging full payment of the indebtedness. The plaintiff filed a reply alleging that the receipt was given and the letter written through mistake, and that payment had not in fact been made. *Held,* the burden of proving payment rests upon the defendant, and this burden is not shifted or affected by the affirmative allegations of the plaintiff that a mistake had been made in giving the receipt and in writing the letter. *Illinois Steel Bridge Co.* v. *Wayland,* (Kans., 1920), 192 Pac. 752.

The term "burden of proof" in civil cases is frequently used to signify two wholly different duties: first, the duty incumbent upon a party to establish by a preponderance of evidence those ultimate facts which he must allege in order to show his cause of action or his affirmative defense; secondly, the duty of going forward with the evidence in order to prevent a verdict in favor of the opponent because of the latter's then existing preponderance of evidence. Authorities generally hold that the party pleading payment has the burden of proof in the first sense above given, i. e., in order to take advantage of this affirmative defense he must prove by a preponderance of evidence the ultimate fact of payment as alleged. When a party introduces a receipt in full as evidence of payment the courts are not in accord as to where the "burden of proof" lies. Their disagreement is due primarily to two causes: first, a failure on the part of the courts to designate or define clearly the sense in which the term "burden of proof" is used; secondly, a difference in opinion as to the substantive effect of evidence of a receipt in full. Statements are often found that a party attempting to explain or impeach a receipt in full has the "burden of proof", and these seem to be correct when by "burden of proof" is meant the duty of going forward with evidence in order to offset the "prima facie" defense of the party pleading payment. *Ramsdell* v. *Clark,* 20 Mont. 103; *Guyette* v. *Bolton,* 46 Vt. 228. Some courts, however, apparently wishing to give a receipt in full exceptional force as evidence, hold that unless the party disputing the receipt shows by a preponderance of evidence that it is invalid as such, "the receipt must have its prima facie effect." *Levi* v. *Karrick,* 13 Iowa 344; *Winchester* v. *Grosvenor,* 44 Ill. 425; *Neal* v. *Handley,* 116 Ill. 418. On principle, the latter doctrine is illogical, since the burden of proof in the sense of a duty to prove the truth of certain facts is dependent on the allegations properly set up in the pleading and not on matters introduced in evidence. The better rule, followed in the principal case, is to the effect that one pleading payment has the burden of proving the ultimate fact of payment, and that this burden is not shifted